

THE NEW SCHOOL

Housing License Agreement Academic Year 2022-2023

1. LICENSE PERIOD. THIS HOUSING LICENSE AGREEMENT (the "Agreement") IS FOR THE FULL ACADEMIC YEAR. The license will be effective the earlier of: 1) your designated check-in date, 2) the date you move into the residence hall (the "Residence"), or 3) Monday, August 29, 2022. The License Period (defined below) will end on Thursday, May 18th, 2023. You may be referred to herein as "you", "Resident" or "student".

Check-in dates vary for new and returning undergraduate and graduate students. Once available, students can access the check-in schedule online on the Housing and Residential Education website. By completing the online housing application, paying the non-refundable housing deposit, and electronically signing this Agreement, the Resident agrees to pay for the full Agreement period beginning on the check-in date and ending on the check-out date (the "License Period") (See the Housing Rate and Fees and the Cancellation and Refund Schedule).

2. ELIGIBILITY. Housing is available for any student matriculated full time in a degree or certificate program at the University during the academic year. The Resident must remain a full time matriculated University student in good standing throughout the License Period or the University will have the right, in its sole discretion, to terminate this Agreement. Residents who are in Fall term housing must be registered for classes for Spring term by December 21, 2022 in order to retain their assigned Residence. If a Resident fails to register for the Spring term by December 21, 2022, the Resident shall be removed from their assigned Residence. Upon registering for the Spring term, the Resident shall be re-assigned to a new Residence and charged accordingly for Spring housing costs.

3. OCCUPANCY AND USE. (a) Use: The Resident agrees that the Residence will at all times be used for dormitory purposes and occupied only by students selected by the University. The Resident shall not permit any other person to use the Residence for any purpose without prior written consent from The New School Office of Housing and Residential Education ("HRE"). The Resident must follow the policies and procedures set forth in the Residence Hall Handbook or other written guidelines at all times. (b) Occupancy: The Resident may occupy the Residence throughout the License Period. All New School Residences remain open during the academic year, including holidays, semester breaks, and intersession. (c) (i) Check-in: No Resident will be permitted to check-in to the Residence before the check-in date as designated by the HRE. Residents are expected to arrive on that day. Spring check-in dates are for single-semester contract Residents only and permitted at the sole discretion of the HRE. (ii) Check-out: Unless prior written consent is obtained from the HRE, no Resident will be permitted to stay in the Residence past the check-out date as designated by HRE. (d) Non-Transferability of Rights: (i) The Resident may not transfer or assign any rights held under this Agreement to any other person. Any attempt to do so will be null and void. (ii) Where applicable, the Resident's rights in and to the Residence shall be strictly limited to the Resident's temporary and limited rights as a licensee of the University. The Resident has only temporary, personal, and unassignable privileges revocable at the will of the University. This Agreement shall not operate to confer upon or vest in the Resident any title, interest, or estate in the Residence or any part thereof. Nothing contained in this Agreement shall be construed to, or shall create the relationship of landlord and tenant between the University and the Resident or between the owner of the building ("Owner") and the Resident. The Resident shall not have any direct or indirect contact with the Owner. Any and all complaints and other communications shall be made only to HRE. If the Resident contacts or otherwise has any communications with Owner, including, without limitation, commencing any lawsuit or proceeding against Owner, the University shall have the right to immediately terminate this Agreement and the Resident shall be responsible for all costs and expenses, including attorneys' fees incurred by the University and/or Owner in connection therewith.

4. FEES AND PAYMENTS. (a) Deposit: The Resident is required to submit a deposit with the housing application. NO

APPLICATION FOR HOUSING WILL BE ACCEPTED WITHOUT A DEPOSIT. This deposit is in addition to the fees for housing and will not be applied to such fees. THE DEPOSIT IS NON-REFUNDABLE. Upon successful completion of the terms of the Agreement, the deposit will be applied against any damages. Damages will be assessed according to the policies and procedures set forth in the Residence Hall Handbook. The Resident's University account will be charged for any damage assessment above their housing deposit amount and credited for those below their housing deposit amount. (b) Due Dates: Fees are to be paid in two (2) installments in the Fall semester and Spring semester. Due dates for Fall and Spring semester housing payments are designated by the Office of Student Accounts in conjunction with its tuition and fees billing cycle. An applicant who fails to pay fees when due risks losing the housing reservation. A Resident who fails to pay fees when due will be dismissed from the Residence. The remaining fees due will be charged against the Resident's University account. THE DEPOSIT IS FORFEITED IN ALL CASES. (c) Non-Payment: The following University guidelines also apply to a Resident who fails to pay fees when due: (i) a Resident will not be permitted to register for any class; (ii) the University will not release transcripts, grades, or other records to or for a Resident; and (iii) a 10% late penalty charge on past due balances will be incurred each semester.

5. CANCELLATION OF AGREEMENT. (a) Withdrawal/Leave of absence: A Resident canceling the Agreement because of withdrawal/leave of absence from the University must give HRE an official withdrawal notification from the appropriate divisional office. A Resident is liable for all fees until HRE is notified in writing of a change in status. Residents withdrawing or taking a leave of absence will be refunded in accordance with the [University's Refund Schedule](#). (b) Academic Reasons: A Resident who is dismissed from the University for academic reasons is subject to the same terms as withdrawal/leave of absence. (c) Disciplinary Reasons: A Resident for whom housing is terminated for disciplinary reasons receives no refund. (d) A RESIDENT WHO FAILS TO CANCEL PURSUANT TO PARAGRAPH 5(a) ABOVE, OR WHO DOES NOT OTHERWISE QUALIFY FOR CANCELLATION PURSUANT TO PARAGRAPHS 5(b) and 5(c) ABOVE, WILL BE RESPONSIBLE FOR THE FULL ANNUAL COST OF HOUSING. Please note that vacating housing does not constitute cancellation of this Agreement. (e) Deposit: IN ALL CASES OF CANCELLATION OF THIS AGREEMENT THE DEPOSIT IS FORFEITED.

6. VACATING PROCEDURES. The Resident agrees to vacate the Residence at the date and time set forth by HRE or no more than 72 hours after notification if the Resident shall be in default hereunder or shall cease to be a matriculated student at the University due to a leave of absence, withdrawal by the Resident, or administrative withdrawal by the University, or at the will of the University. The Resident shall be responsible for all damages, direct or indirect, resulting from the Resident's obligations under this Agreement in any respect, including, but not limited to, the cost of accommodations for each student that would otherwise occupy the Residence, and all expenses, including legal fees incurred by the University in connection with or as a result of the failure of the Resident to vacate the Residence, or in connection with the removal of the Resident from the Residence. The Resident agrees that the monthly charges resulting from failure to vacate the Residence in a timely manner shall be of an amount as the Director for HRE shall reasonably determine in their sole discretion but not less than \$50 a day. The Resident waives any rights the Resident may have to remain in the Residence beyond such period of time. If any provision of this paragraph is not complied with, notwithstanding any other provision of this Agreement, the Resident agrees that the University shall retain all monies paid and the Resident shall not be permitted to register or attend classes, obtain transcripts, or receive a degree or diploma.

7. REGULATIONS. The Resident agrees to review and abide by all the policies and regulations of the University and HRE that are, or shall become, effective during the License Period. These policies and regulations are included in The Residence Hall Handbook located at www.newschool.edu/housing and in other publications distributed by the University. If the Resident violates any such policy or regulation, the Resident will be subject to disciplinary action and/or termination of this Agreement without refund by the University, in its sole discretion. THE PROVISIONS, TERMS, CONDITIONS, AND PROCEDURES CONTAINED IN THE RESIDENCE HALL HANDBOOK, THE NEW SCHOOL STUDENT CODE OF CONDUCT AND THE NON-ACADEMIC DISCIPLINARY PROCEDURES ARE INCORPORATED INTO THIS AGREEMENT.

8. CARE AND MAINTENANCE. Residents are responsible for the general condition of the room assigned, including damages, defacement, and general order. The Resident shall reimburse the University for all damages and expenses which the University may suffer or incur for the repair of Resident's room or facilities of the building or for repair or replacement of University-provided furniture, caused by the Resident's misconduct or neglect, or by the misconduct or neglect of guests or invitees of the Resident. Unless individually accepted, charges for damages or defacement will be assessed equally against all occupants, regardless of presence at the time of such damages. These charges must be paid promptly. Charges for damages or defacement of any public area will be assessed against all Residents. Upon expiration of this Agreement, or upon its termination in accordance with the terms of this Agreement, the Resident shall return the assigned room in the same condition as when it was first occupied. If any issues arise during the License Period with respect to the room or the Residence, the Resident must immediately notify the HRE Staff via written repair request or other written notice of the issue. The University will use best efforts and/or take feasible steps to resolve the matter. However, no refunds will be granted.

9. CONDUCT. The Resident agrees to conform to the standards of conduct that are consistent with the educational objectives of the University. These objectives include: (i) respect for the rights of other Residents, especially the right to privacy, space, and quiet time; (ii) respect for the property of other Residents; and (iii) the unacceptability of the use of physical force and abusive or defamatory language. No unlawful or disruptive conduct, including excessive noise, shall be permitted in the room and the facilities of the Residence. Any conduct unsuitable for community living, including but not limited to any practice that limits a Resident's equal use and access to room/suite/hall facilities, shall not be permitted. The Resident shall comply with all policies and procedures outlined in this Agreement, the Residence Hall Handbook, Student Code of Conduct, and any other University publication governing conduct.

10. RIGHTS RESERVED BY THE NEW SCHOOL. The University reserves the right: (a) of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for, and the selection of one or more remedies shall not preclude the University from any other remedy; (b) to conduct inspections to ensure health, safety, and general welfare of members of the University community, or to maintain the physical security of University properties. Access to the Residence by University staff will be generated as the University determines necessary; (c) at any time and for any reason, in its sole discretion, to change or cancel the Residence assignment, including moving or consolidating Residents as necessary. The University reserves the right to terminate this Agreement for violation of its terms and conditions. The University reserves the right at any time to establish or amend any terms, conditions, policies or procedures, concerning matters limited to such rules as it deems necessary for the protection of property, safety, health, comfort, and convenience of Residents.

While the University makes every effort to anticipate local and national developments and adapt as appropriate to continue delivering educational services for its students, there may be situations where, for the health, safety and/or wellbeing of its community and as determined by the University in its discretion, the University will be required to make changes to methods and timing of instruction, delivery of and access to services and course content, etc., including possibly implementing a full or partial campus closure, which may include a partial or full shutdown of the University's Residences. In the event that should occur, the University may have to ask you to vacate campus housing within a given timeframe, thereby terminating your housing contract prior to the expiration of a term. In the event that you are asked to vacate your room prior to the expiration of a term, the University will provide you with a prorated reimbursement for housing costs.

By agreeing to live in University housing, you understand and agree that such changes may take place to the extent the University determines such changes are necessary for the health, safety, or wellbeing of members of the University community or due to other circumstances outside the University's control.

11. LIABILITY. The University is not liable for the loss of money or valuables by any person, nor the loss or damage to any Resident's property. In the event of damage by fire, water, steam, or other causes, which render an assigned room unfit for occupancy, the University reserves the right to reassign the Resident to alternate student housing. If such alternate housing is not available or if a Resident rejects the offer of such alternate housing, the University may cancel this Agreement. The

University shall not be liable for any damage sustained due to such events.

12. INDEMNIFICATION. The Resident will indemnify and hold harmless the University against all claims and damages caused by the acts or omissions of the Resident and Resident's guests.

13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. Residents are subject to all federal, state, and local laws. No unlawful conduct shall be carried on or permitted in the rooms or facilities of the Residence. Residents must obey New York State's drinking laws. In New York State individuals must be 21 or older to purchase alcohol and alcohol may not be served to individuals under 21. Individuals under 21 are not permitted to possess, distribute, or consume alcohol in University facilities. Alcohol cannot be consumed in any public area, inside or outside, unless it is part of a function authorized by the Dean of Students or their designee. This includes lounges, hallways, stairwells, lobbies, lawns, and similar public or common areas.

14. MISCELLANEOUS. (a) For leased properties: Notwithstanding anything to the contrary contained in this Agreement or The New School policies outlined on the HRE website and Student Conduct and Community Standards website (<http://www.newschool.edu/student-conduct/>), this Agreement is subject and subordinate to, and the Resident accepts this Agreement subject to all the terms, covenants, provisions, conditions, and agreements contained in the agreement of lease between the University and the Owner of the building (the "Lease"). In the event the lease expires or is terminated prior to the stated expiration date thereof for any reason whatsoever, this Agreement shall automatically terminate and the Resident shall immediately vacate the Residence as if such date was the date fixed as the expiration date of this Agreement. (b) The University and the Resident agree not to use their right of trial by jury in any action proceeding brought by either against the other for any matter concerning this Agreement or the Residence. The Resident waives any right to bring a counterclaim or set-off in any action or proceeding by the University against the Resident on any matter directly or indirectly related to this Agreement or the Residence. (c) In the event of any inconsistency between the terms and provisions of this Agreement and The New School policies outlined on the HRE website and Student Conduct and Community Standards website, the terms and provisions of this Agreement shall prevail. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall continue in full force and effect. The Resident shall be subject to policy changes communicated through official HRE announcements.

15. ADDITIONAL AGREEMENTS RELATED TO COVID-19. By signing this Agreement, you also agree to the provisions, terms, conditions, and procedures contained in the Residential Agreement of Community Standards and any other COVID-19-related releases or documents developed by the University, which shall be provided to you and are incorporated by reference.